FINLAND-U.S. MASTER INFORMATION EXCHANGE AGREEMENT

ANNEX CONCERNING

DEFENSE ENVIRONMENTAL COOPERATION

D-05-FI-001

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In accordance with the Master Information Exchange Agreement (MIEA) between the Ministry of Defense of Finland and the Department of Defense of the United States of America of 5 October 1995, the following Information Exchange Annex (IEA) is hereby established.

1. DESCRIPTION:

- a. The scope of the IEA comprises the following general R&D technology areas:
 - (1) Environmental Considerations in Peacekeeping Operations and Training
 - (2) Environmental Management in Defense Activities
 - (3) Consequence Management
- b. Exchanges of R&D Information under this IEA shall be on a reciprocal, balanced basis such that the R&D Information exchange between the Parties shall be of approximately equivalent value, quantitatively and qualitatively, in accordance with Article II (Objective and Scope) of the MIEA.
- c. All R&D Information exchanges under this IEA shall conform with the provisions of the MIEA, including the prohibition against exchange of weapon system computer software, weapon system-related computer software, weapon system computer software documentation, or Production Information and the prohibition against the exchange or provision of defense equipment or services contained in Article II (Objective and Scope) of the MIEA.
- d. Correspondence and requests for R&D Information shall be handled in accordance with Article IV (Channels of Communication and Visits) and Article IX (Security) of the MIEA.
- e. This IEA provides no authority for placing contracts in accordance with Article VI (Contractual Arrangements) of the MIEA.
- f. R&D Information will not be used by the receiving Party for any purpose other than the purpose for which it was furnished without the specific prior written consent of the originating Party in accordance with Article VII (Disclosure and Use of R&D Information) of the MIEA. Unless specifically permitted under the provisions of paragraph 4 below, R&D Information exchanged under this Agreement is to be used by the receiving Party's government employees and contractor support personnel solely for information and evaluation purposes.

2. <u>ANNEX AUTHORITIES, TECHNICAL PROJECT OFFICERS, LIAISON</u> OFFICERS AND ESTABLISHMENTS:

a. For Finland:

- (1) Annex Authority: Director-General, Ministry of Defence, Resource Policy Department, PO Box 31, 00131 Helsinki, Finland
- (2) Technical Project Officers (TPO): To be determined, upon detailed elaboration of projects
- (3) Liaison Officer: Mr. Antti Kivipelto, Ministry of Defence, PO Box 31, 00131 Helsinki, Finland
 - (4) Establishments: To be determined, upon detailed elaboration of projects

b. For the United States:

- (1) Annex Authority: Director, Environmental Readiness and Safety, Office of the Deputy Under Secretary of Defense (Installations and Environment), Department of Defense, 3400 Defense Pentagon, Washington, DC 20301-3400
- (2) Technical Project Officers (TPO): To be determined, upon detailed elaboration of projects
- (3) Liaison Officer: Mr. William Nicholls, Office of the Deputy Under Secretary of Defense (Installations and Environment), Department of Defense, 3400 Defense Pentagon, Washington, DC 20301-3400
 - (4) Establishments: To be determined, upon detailed elaboration of projects

3. SECURITY AND INFORMATION CONTROL:

- a. Highest classification of information to be exchanged under this IEA is UNCLASSIFIED.
- b. All R & D Information exchanges under this IEA will conform with the security and information control provisions of the MIEA including Articles VII (Disclosure and Use of R&D Information), VIII (Controlled Unclassified Information), IX (Security), and X (Third Party Transfers).
- c. Annual R & D Information objectives may be specified, if appropriate. These objectives may be established through exchange of correspondence to the TPOs and will be revised annually by the TPOs to reflect current technology considerations.

4. SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS: None

5. FINANCIAL RESPONSIBILITIES:

Each Party shall be responsible for its own costs in the performance of this IEA in accordance with Article V (Financial Arrangements) of the MIEA.

6. TERMINATION AND DURATION OF THIS IEA:

- a. This IEA may be terminated at any time by the written consent of both Annex Authorities, who shall consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event that a Party's Annex Authority finds it necessary to unilaterally terminate its participation in this IEA, it may terminate upon 60 days written notification to the other Party's Annex Authority. Termination of this IEA will be subject to the provisions of Article XII (Amendment, Termination, Entry into Effect and Duration) of the MIEA.
- b. This IEA will remain in effect for a period of five years from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the Annex Authorities shall review the IEA and may, by mutual written consent, extend the IEA for additional periods for up to five years.

FOR THE MINISTRY OF DEFENCE OF FINLAND:

Signature

Ecro Lavonan Washington D.C.

Name Location

Director General Jackber 2005

Title Date

FOR THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA:

Signature Signature	
Cartis Bowling Name	Washington O.C. Location
Director Environmental Readiness	5 odeber 2005
Title . C. C. L.	Date